

**From:** Berry, CharlotteA  
**Sent:** November 19, 2018 10:34 AM  
**To:** 'robert.neron@simner.ca'  
**Cc:** Cloutier-McNicoll, Camille; Berry, CharlotteA; Dahan, Josephine  
**Subject:** 1000343923 - 2019001936 Harassment Complaint Investigation -  
(2018-NHQ-HC-126778) \*Award of Contract 2019001936  
**Attachments:** 1000343923 - 2019001936 Contract.pdf

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Good morning Robert,

Canada Border Services Agency (CBSA) has accepted your proposal on File # 1000343923. Attached is awarded contract # 2019001936. A response to this email is required to confirm receipt of awarded contract # 2019001936. You are required to contact the Project Authority, Camille Cloutier-Mc Nicoll directly to make immediate arrangements for the delivery of contract # 2019001936.

Client Information:

**Project Authority:** Camille Cloutier-Mc Nicoll

**Address:** 100 Metcalfe Street. 18th Floor, Ottawa, ON, K1A 0L8

**Work Phone #:** 613-957-3396

**Email:** [Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca](mailto:Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca)

Please do not hesitate to contact me, should you require assistance.

Best regards,

**Charlotte A. Berry**

Contracts Officer

Strategic Procurement Division | Division de l'approvisionnement stratégique

Agency Comptroller, Finance and Corporate Management Branch | Contrôleur de

l'Agence, Direction générale des finances et de la gestion organisationnelle

Canada Border Services Agency | Agence des services frontaliers du Canada

355 North River Road,

Tower B, Office # 17063

Ottawa, ON, K1A 0L8

[Charlottea.berry@cbsa-asfc.gc.ca](mailto:Charlottea.berry@cbsa-asfc.gc.ca)

Telephone | Téléphone 343-291-5718 / Facsimile | Télécopieur 343-291-5722

Teletypewriter | Téléimprimeur 1-866-335-3237

Government of Canada | Gouvernement du Canada



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

## Call-up Against a Standing Offer

### Commande subséquente à une offre à commandes

Ship to - Expédier à

Canada Border Services Agency

47419

K1A 0L8

Supplier - Fournisseur

Simner Corporation  
233-372 Rideau St.  
Ottawa  
Ontario  
K1N1G7

866397920PG001

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security:** The call-up includes security provisions.

**Sécurité :** La demande comprend des exigences en matière de sécurité.

☐ NO  
NON

☒ YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐ The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐ The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

☒ Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Financial Code(s) - Code financier(s)

Cost Center: 330000000

Fund: 2001

Functional Area: 30100

Client Reference No. (optional)

N° de référence du client (facultatif)

E60ZG-180493/025/ZG

1000

34

3923

2019001936

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.  
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		19,775.00	19,775.00

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
10	Investigative Services All terms and conditions of Standing Offer E60ZG-180493/025/ZG apply. Stream 1 - Harassment Complaints Resource: Robert Néron Start Date: November 19, 2018 End Date: November 18, 2019	DAY			17,500.00
20	HST  Project Authority: Camille Cloutier-Mc Nicoll @ (613) 957-3396.  <u>Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca</u>	\$			2,275.00

Special Instructions - Instructions particulières

Remit invoices to: vendors-fournisseurs@cbsa-asfc.gc.ca

Total 19,775.00

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom

Charlotte A. Berry

Telephone No. - N° de téléphone

(343) 291-5718

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

2019-11-18

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.  
En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

CHARLOTTE A. BERRY

PWGSC-TPSGC 942 (01/2014)

### STATEMENT OF WORK (SOW)

<b>TITLE</b>	Investigation into allegations of harassment.
<b>OBJECTIVE</b>	To conduct an investigation pursuant to the Treasury Board Secretariat (TBS) Directive on the Harassment Complaint Process as well as the Policy on Harassment Prevention and Resolution.
<b>BACKGROUND</b>	<p>As the employer of the Federal Public Service (FPS), the Treasury Board is committed to providing a work environment where all persons working for the FPS are treated with respect and dignity.</p> <p>The Policy on Harassment Prevention and Resolution and the Directive on the Harassment Complaint Process provide a mechanism for FPS employees to submit a formal harassment complaint.</p>
<b>SCOPE</b>	The scope of the work will involve investigation of the complaint(s) and will include testimony from all relevant parties. Harassment needs to be addressed with sensitivity, promptness and discretion.
<b>TASKS</b>	<p>The following tasks must be undertaken by the Contracted Investigator:</p> <ul style="list-style-type: none"> <li>• Research and plan the investigation, including gathering, examining and recording all relevant evidence from available documentation;</li> <li>• Prepare an investigation plan for the Delegated Authority at the Canada Border Services Agency (Vice-President of the complainant's reporting Branch);</li> <li>• Plan and prepare investigative and interview questions to assist in obtaining the necessary evidence about the alleged incidents;</li> <li>• Identify gaps in the information, potential sources of additional information and persons who may be able to provide relevant information;</li> <li>• Ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice;</li> <li>• Conduct interviews with the complainant, the respondent and other relevant witnesses;</li> <li>• Prepare and provide a statement for confirmation of agreement by the appropriate interviewee;</li> <li>• Analyze the evidence and circumstances and determine the substance of each allegation;</li> <li>• Prepare a Preliminary Report based on the relevant information which the CBSA will provide to the complainant and respondent for review and comment;</li> <li>• Consider the comments and remarks of the Parties related to the Preliminary Report;</li> <li>• Prepare and submit the final Investigation Report of the findings for the Delegated Authority;</li> <li>• Upon request, be available to brief the Delegated Authority or act as</li> </ul>

	expert witness if need be.
<b>CONSTRAINTS</b>	<p>Standing Offer terms and conditions pertaining to confidentiality and conflict of interest will apply to this undertaking.</p> <p>The Contractor must meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators (<a href="https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp">https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp</a>).</p> <p>The Contractor must read the complaint and its related documents prior to the start of the investigation.</p> <p>The Contractor and its resources are expected to apply the principles of procedural fairness and abide by the assigned mandate.</p> <p>The contractor will be saving all work pertaining to this contract on the bit-locker encrypted USB key ONLY and no CBSA data can be saved on his IT equipment.</p> <p>The Contractor has the obligation to protect the bit-locker encrypted USB key. The USB key must be secured in an approved cabinet and be secured when not in use.</p>
<b>CLIENT SUPPORT</b>	<p>The CBSA will provide a complete copy of the complaint.</p> <p>The CBSA will support the Investigator's wishes by providing the coordinates of the individuals in question.</p> <p>The CBSA will provide a bit-locker encrypted USB key in order to save all documents pertaining to the complaint on it.</p> <p>The Administrative Coordinator from the Vice-President's office will make the arrangements for the appropriate parties to consider the report and provide comments as necessary.</p>
<b>SCHEDULE AND COSTS</b>	<p>Ceiling Price Call-up</p> <p>The schedule will be determined at the start up meeting. Circumstances may arise where the schedule is impacted. The Investigator will provide regular updates to the CBSA regarding progress and schedule.</p> <p>The ceiling price will include professional fees, travel and accommodation.</p> <p>Any unforeseen or additional expenses not previously approved by the CBSA will require formal agreement to proceed.</p>
<b>DELIVERABLES</b>	<p>The Contractor shall provide:</p> <ul style="list-style-type: none"> <li>Investigative Plan;</li> </ul>



	<ul style="list-style-type: none"><li>• Regular progress and schedule updates;</li><li>• Preliminary Investigation Report;</li><li>• Final Investigation Report including a detailed description of the findings and its analysis, the testimony of all parties as well as final recommendations.</li><li>• All documents received during the investigation, both electronic and paper version.</li><li>• The bit-locker encrypted USB Key.</li></ul> <p>The Contractor/Investigator should provide a copy of the reports in hard copy. The language of the report should be the same as the complaint.</p>
<b>LANGUAGE OF WORK</b>	The contractor must be able to provide services in both Official Languages.
<b>TRAVEL</b>	All travel and accommodations must be pre-approved by the CBSA.
<b>APPLICABLE DOCUMENTS</b>	TBS Policy on Harassment Prevention and Resolution; TBS Directive on the Harassment Complaint Process; and, TBS Guide on Applying the Harassment Resolution Process.
<b>LOCATION OF WORK</b>	The location of work of the Investigator is provided by the Contractor. When necessary, the CBSA will reserve its Boardroom to accommodate the interviews with the parties (building address).
<b>SECURITY REQUIREMENTS</b>	See attached SRCL.



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Contract Number / Numéro du contrat

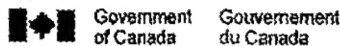
1000 31 3923-2019001936

Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>Canada Border Services Agency</b>		2. Branch or Directorate / Direction générale ou Direction Information, Science and Technology Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>Simner Corporation - E60ZG-180493</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>Robert Néron - 233-372 Rideau Street, Ontario (Ottawa) K1N 1G7</b>	
4. Brief Description of Work - Brève description du travail <b>Administrative investigation into allegations of harassment, pursuant to the TBS Directive on the Harassment Complaint Process as well as the Policy.</b>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
<b>Canada</b> <input checked="" type="checkbox"/>	<b>NATO / OTAN</b> <input type="checkbox"/>	<b>Foreign / Étranger</b> <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat <b>2019001936</b>
Security Classification / Classification de sécurité

<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, Indicate the level of sensitivity: Dans l'affirmative, Indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui  <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

Security Classification / Classification de sécurité



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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)

Jacques Cloutier

Title - Titre

Vice-President

Signature

Telephone no. - N° de téléphone

(613) 948-4111

Facsimile - Télécopieur

E-mail address - Adresse courriel

Jacques.Cloutier@CBSA-ASFC.gc.ca

Date

5/9/18

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)

Stephane Lapointe

Title - Titre

Security Specialist

Signature

Telephone no. - N° de téléphone

343 891 7716

Facsimile - Télécopieur

E-mail address - Adresse courriel

Stephane.Lapointe@CBSA-ASFC.gc.ca

Date

15-11-2018

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No ☐ Yes  
Non Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)

CHARLOTTE A. BERRY

Title - Titre

CONTRACTING OFFICER

Signature

Telephone no. - N° de téléphone

343-291-5718

Facsimile - Télécopieur

E-mail address - Adresse courriel

Charlotte.Berry@CBSA-ASFC.gc.ca

Date

2018-11-19

**17. Contracting Security Authority / Autorisé contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)

CAN FILE

Title - Titre

Signature

Telephone no. - N° de téléphone

Facsimile - Télécopieur

E-mail address - Adresse courriel

Date

Security Classification / Classification de sécurité



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**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes  
Non ☐ Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes  
Non ☐ Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité

2019001936



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada



## Security Requirement Checklists (SRCLs) CBSA Security Requirements

Date: 15.11.2018.

Req. #: 1000 53/3983.

### Common PS SRCL #9 Security Clauses:

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Officer personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - b. *Industrial Security Manual* (Latest Edition).

Prior to the work beginning under the contract, the following security requirements must be adhered to.

#### ADDITIONAL CBSA SECURITY REQUIREMENT:

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the "Policy on Government Security - Personnel Security Standard", irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority (prior to Contract Award).

Until the credit check, fingerprinting and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder and the proposed personnel is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder personnel will not be permitted access to Protected / Classified information or assets, and will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's (Contractor and its personnel) bid will be deemed non-compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

\*Fees are applicable. Fingerprinting will be at the Bidder's cost.

In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.



**From:** Berry, CharlotteA  
**Sent:** November 19, 2018 09:52 AM  
**To:** 'robert.neron@simner.ca'  
**Cc:** Cloutier-McNicoll, Camille; Berry, CharlotteA; Dahan, Josephine  
**Subject:** 1000343985 - 2019001926 Harassment Complaint Investigation - NHQ-HC- 126363/126364 \*Award of Contract 2019001926  
**Attachments:** 1000343985 - 2019001926 Contract.pdf

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Good morning Robert,

Canada Border Services Agency (CBSA) has accepted your proposal on File # 1000343985. Attached is awarded contract # 2019001926. A response to this email is required to confirm receipt of awarded contract # 2019001926. You are required to contact the Project Authority, Camille Cloutier-Mc Nicoll directly to make immediate arrangements for the delivery of contract # 2019001926.

Client Information:

**Project Authority:** Camille Cloutier-Mc Nicoll

**Address:** 100 Metcalfe Street. 18th Floor, Ottawa, ON, K1A 0L8

**Work Phone #:** 613-957-3396

**Email:** Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca

Please do not hesitate to contact me, should you require assistance.

Best regards,

**Charlotte A. Berry**

Contracts Officer

Strategic Procurement Division | Division de l'approvisionnement stratégique

Agency Comptroller, Finance and Corporate Management Branch | Contrôleur de

l'Agence, Direction générale des finances et de la gestion organisationnelle

Canada Border Services Agency | Agence des services frontaliers du Canada

355 North River Road,

Tower B, Office # 17063

Ottawa, ON, K1A 0L8

Charlottea.berry@cbsa-asfc.gc.ca

Telephone | Téléphone 343-291-5718 / Facsimile | Télécopieur 343-291-5722

Teletypewriter | Téléimprimeur 1-866-335-3237

Government of Canada | Gouvernement du Canada



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

## Call-up Against a Standing Offer

### Commande subséquente à une offre à commandes

Ship to - Expédier à

Canada Border Services Agency

47419

K1A 0L8

Supplier - Fournisseur

Simner Corporation  
233-372 Rideau St.  
Ottawa  
Ontario  
K1N1G7

866397920PG001

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security:** The call-up includes security provisions.

**Sécurité :** La demande comprend des exigences en matière de sécurité.

☐ NO  
NON

☒ YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐ The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐ The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

☒ Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Financial Code(s) - Code financier(s)

Cost Center: 190000000

Fund: 2001

Functional Area: 30100

Client Reference No. (optional)

N° de référence du client (facultatif)

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande

Order. Off. - Bur. dem. YY-AA

Serial No. - N° de série

E60ZG-180493/025/ZG

1000

34

3985

2019001926

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.

Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification		Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées	
			22,600.00	22,600.00	
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
10	Investigative Services All terms and conditions of Standing Offer E60ZG-180493/025/ZG apply. Stream 1 - Harassment Complaints Resource: Robert Néron  Start Date: November 19, 2018 End Date: November 18, 2019	DAY			20,000.00
20	HST  Security requirements as per Standing Offer E60ZG-180493/025/ZG apply. Project Authority: Camille Cloutier-Mc Nicoll @ (613) 957-3396.  <u>Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca</u>	\$			2,600.00

Special Instructions - Instructions particulières

Total 22,600.00

Remit invoices to: vendors-fournisseurs@cbsa-asfc.gc.ca

For further information, call - Pour renseignements supplémentaires, contacter

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

Name - Nom

Charlotte A. Berry

Telephone No. - N° de téléphone

(343) 291-5718

2019-11-18

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.  
En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

CHARLOTTE A. BERRY

PWGSC-TPSGC 942 (01/2014)

## **STATEMENT OF WORK (SOW)**

<b>TITLE</b>	Investigation into allegations of harassment.
<b>OBJECTIVE</b>	To conduct an investigation pursuant to the Treasury Board Secretariat (TBS) Directive on the Harassment Complaint Process as well as the Policy on Harassment Prevention and Resolution.
<b>BACKGROUND</b>	<p>As the employer of the Federal Public Service (FPS), the Treasury Board is committed to providing a work environment where all persons working for the FPS are treated with respect and dignity.</p> <p>The Policy on Harassment Prevention and Resolution and the Directive on the Harassment Complaint Process provide a mechanism for FPS employees to submit a formal harassment complaint.</p>
<b>SCOPE</b>	The scope of the work will involve investigation of the complaint(s) and will include testimony from all relevant parties. Harassment needs to be addressed with sensitivity, promptness and discretion.
<b>TASKS</b>	<p>The following tasks must be undertaken by the Contracted Investigator:</p> <ul style="list-style-type: none"> <li>• Research and plan the investigation, including gathering, examining and recording all relevant evidence from available documentation;</li> <li>• Prepare an investigation plan for the Delegated Authority at the Canada Border Services Agency (Vice-President of the complainant's reporting Branch);</li> <li>• Plan and prepare investigative and interview questions to assist in obtaining the necessary evidence about the alleged incidents;</li> <li>• Identify gaps in the information, potential sources of additional information and persons who may be able to provide relevant information;</li> <li>• Ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice;</li> <li>• Conduct interviews with the complainant, the respondent and other relevant witnesses;</li> <li>• Prepare and provide a statement for confirmation of agreement by the appropriate interviewee;</li> <li>• Analyze the evidence and circumstances and determine the substance of each allegation;</li> <li>• Prepare a Preliminary Report based on the relevant information which the CBSA will provide to the complainant and respondent for review and comment;</li> <li>• Consider the comments and remarks of the Parties related to the Preliminary Report;</li> <li>• Prepare and submit the final Investigation Report of the findings for the Delegated Authority;</li> <li>• Upon request, be available to brief the Delegated Authority or act as</li> </ul>

	expert witness if need be.
<b>CONSTRAINTS</b>	<p>Standing Offer terms and conditions pertaining to confidentiality and conflict of interest will apply to this undertaking.</p> <p>The Contractor must meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators (<a href="https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp">https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp</a>).</p> <p>The Contractor must read the complaint and its related documents prior to the start of the investigation.</p> <p>The Contractor and its resources are expected to apply the principles of procedural fairness and abide by the assigned mandate.</p> <p>The contractor will be saving all work pertaining to this contract on the bit-locker encrypted USB key ONLY and no CBSA data can be saved on his IT equipment.</p> <p>The Contractor has the obligation to protect the bit-locker encrypted USB key. The USB key must be secured in an approved cabinet and be secured when not in use.</p>
<b>CLIENT SUPPORT</b>	<p>The CBSA will provide a complete copy of the complaint.</p> <p>The CBSA will support the Investigator's wishes by providing the coordinates of the individuals in question.</p> <p>The CBSA will provide a bit-locker encrypted USB key in order to save all documents pertaining to the complaint on it.</p> <p>The Administrative Coordinator from the Vice-President's office will make the arrangements for the appropriate parties to consider the report and provide comments as necessary.</p>
<b>SCHEDULE AND COSTS</b>	<p>Ceiling Price Call-up</p> <p>The schedule will be determined at the start up meeting. Circumstances may arise where the schedule is impacted. The Investigator will provide regular updates to the CBSA regarding progress and schedule.</p> <p>The ceiling price will include professional fees, travel and accommodation.</p> <p>Any unforeseen or additional expenses not previously approved by the CBSA will require formal agreement to proceed.</p>
<b>DELIVERABLES</b>	<p>The Contractor shall provide:</p> <ul style="list-style-type: none"> <li>Investigative Plan;</li> </ul>

	<ul style="list-style-type: none"> <li>• Regular progress and schedule updates;</li> <li>• Preliminary Investigation Report;</li> <li>• Final Investigation Report including a detailed description of the findings and its analysis, the testimony of all parties as well as final recommendations.</li> <li>• All documents received during the investigation, both electronic and paper version.</li> <li>• The bit-locker encrypted USB Key.</li> </ul> <p>The Contractor/Investigator should provide a copy of the reports in hard copy. The language of the report should be the same as the complaint.</p>
<b>LANGUAGE OF WORK</b>	The contractor must be able to provide services in both Official Languages.
<b>TRAVEL</b>	All travel and accommodations must be pre-approved by the CBSA.
<b>APPLICABLE DOCUMENTS</b>	TBS Policy on Harassment Prevention and Resolution; TBS Directive on the Harassment Complaint Process; and, TBS Guide on Applying the Harassment Resolution Process.
<b>LOCATION OF WORK</b>	The location of work of the Investigator is provided by the Contractor. When necessary, the CBSA will reserve its Boardroom to accommodate the interviews with the parties (building address).
<b>SECURITY REQUIREMENTS</b>	See attached SRCL & clause.



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

1000343985-2019001926

Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Border Services Agency		2. Branch or Directorate / Direction générale ou Direction Information, Science and Technology Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance Simner Corporation - E60ZG-180493		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Robert Neron - 233-372 Rideau Street, Ontario (Ottawa) K1N 1G7	
4. Brief Description of Work - Brève description du travail Administrative investigation into allegations of harassment, pursuant to the TBS Directive on the Harassment Complaint Process as well as the Policy.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input checked="" type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

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2019001926

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
 Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui

If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No / Non ☐ Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui

Security Classification / Classification de sécurité

Canada



Government of Canada  
 Gouvernement du Canada

Contract Number / Numéro du contrat

209001926

Security Classification / Classification de sécurité

**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>2019001926</b>
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Minh Doan</b>	Title - Titre <b>Vice-President</b>		Signature 
Telephone no. - N° de téléphone <b>(613) 948-9694</b>	Facsimile - Télécopieur	E-mail address - Adresse courriel <b>Minh.Doan@CBSA-ASFC.gc.ca</b>	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) 	Title - Titre <b>Security specialist</b>		Signature 
Telephone no. - N° de téléphone <b>343 891 7716</b>	Facsimile - Télécopieur	E-mail address - Adresse courriel <b>Stephanie.Lapointe@CBSA-ASFC.gc.ca</b>	Date <b>15.11.2018</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guidé) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <b>CHARLOTTE A. BERRY</b>	Title - Titre <b>CONTRACTING OFFICER</b>		Signature 
Telephone no. - N° de téléphone <b>343-291-5718</b>	Facsimile - Télécopieur	E-mail address - Adresse courriel <b>Charlottea.berry@CBSA-ASFC.gc.ca</b>	Date <b>2018-11-15</b>
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) <b>ON FILE</b>	Title - Titre		Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité
--



## Security Requirement Checklists (SRCLs) CBSA Security Requirements

Date: 15.11.2018

Req. #: 1000 34/59.86.

### Common PS SRCL #9 Security Clauses:

1. The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offoror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offoror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - b. *Industrial Security Manual* (Latest Edition).

Prior to the work beginning under the contract, the following security requirements must be adhered to.

#### ADDITIONAL CBSA SECURITY REQUIREMENT:

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the "Policy on Government Security – Personnel Security Standard", irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority (prior to Contract Award).

Until the credit check, fingerprinting and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder and the proposed personnel is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder personnel will not be permitted access to Protected / Classified Information or assets, and will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's (Contractor and its personnel) bid will be deemed non-compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

\*Fees are applicable. Fingerprinting will be at the Bidder's cost.

In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

**Czuba, Jeff**

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**From:** Derouin, Michel  
**Sent:** November 15, 2018 09:14 AM  
**To:** 'Robert.Neron@simner.ca'  
**Cc:** Cloutier-McNicoll, Camille  
**Subject:** CBSA Call-up 2019001910 (1000343922) / Simner Corporation  
**Attachments:** 1000343922 - Proposal.pdf; 1000343922 - 2019001910 SOW\_.pdf; 1000343922 - 2019001910 Contract.pdf

**Importance:** High

Good day Mr. Neron,

You'll find attached the Call-up for the services identified in the Statement of Work also attached. Please confirm by email acceptance of the Call-up prior to start the services.

I've cc'd the Project Authority, Camille Cloutier-McNicoll for any questions related to the work.

Thank you / Merci

Should you have any questions, please do not hesitate to contact me.  
Si vous avez des questions, veuillez s'il vous plaît communiquer avec moi.

---

**Michel Derouin**

Senior Procurement and Contracting Officer, Strategic Procurement Division (SPD)  
Comptrollership Branch, Canada Border Services Agency, Government of Canada  
[Michel.Derouin@cbsa-asfc.gc.ca](mailto:Michel.Derouin@cbsa-asfc.gc.ca) / Tel.: 343-291-5668

Agent principal d'approvisionnement et de marchés, Division de l'approvisionnement stratégiques (DAS)  
Direction générale du contrôle, Agence des services frontaliers du Canada, Gouvernement du Canada  
[Michel.Derouin@cbsa-asfc.gc.ca](mailto:Michel.Derouin@cbsa-asfc.gc.ca) / Tél. : 343-291-5668



**SIMNER**  
Corporation

An International Arbitration Firm

## PROPOSAL TO CONDUCT WORKPLACE COMPLAINT INVESTIGATION

File: 2018-NHQ-HC-127410

National Master Standing Offer: E60ZG-180493

### **Bidders Name and Address:**

Simner Corporation  
s/o Robert Neron, CEO & President  
Adjudication & Arbitration Services

233-372 Rideau St., Ottawa, ON K1N 1G7  
Tel: (613) 686-3002 | Fax: (613) 703-1557  
[Robert.Neron@simner.ca](mailto:Robert.Neron@simner.ca)

PBN: 866397920PG0001  
NMSO: E60ZG-18049/ZG

*<Pre-qualified in the Procurement Strategy for Aboriginal Business>*

**CERTIFIED**  
Aboriginal Business

Canadian Council for  
Aboriginal Business 



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## EXECUTIVE SUMMARY AND EXPERTISE

Simner Corporation is a bilingual Ottawa-based arbitration and workplace complaint investigation services and arbitration, with its headquarters in Ottawa. It is a successful aboriginal-owned and operated global resolution firm that provides conflict resolution and third-party neutral services across Canada working exclusively with the public sector.

Simner Corporation offers the services of former administrative judges and senior ADR professionals to arbitrate and mediate disputes and serve as a third-party neutral in fact-finding or investigation mandates. With over 16 years in Employment Law, Human Right Law and Human Resources experience, its President and CEO, Robert Néron, a Senior Lawyer, experienced Workplace Complaint Investigation and Chartered Arbitrator, is a former Senior Manager (equivalent to Regional Director) of the largest tribunal in Canada –the Immigration and Refugee Board. Mr. Néron has shifted his law practice to full-time neutral work as an arbitrator, conciliator, and workplace investigator (harassment complaint and other wrongdoing). Recent law and the broad exposure of disputes through the media have increased the employer's obligation to respond to workplace disputes in a timely and reasonable manner. The importance of a prompt and fair resolution in today's marketplace has created the need for firms specializing in neutral investigations.

At Simner Corporation, our dedication to actionable workplace investigations is exemplified by limiting our practice to arbitration and workplace investigation. We add value to this specialization by providing the public sector with a trained, skilled, and professional fact-finder who maintains the requisite independence, objectivity, and neutrality at all times during the investigation. All facts are gathered in an impartial manner and analyzed critically through an experienced legal lens. Procedural fairness and integrity are ensured throughout the process as the findings depict comprehensive analysis and reasoned conclusions. Our experience and methodology provides our clients with an effective tool to make the difficult but necessary decisions that may have a significant impact in the workplace and your market. Our goal is to provide you the clear, reasoned, and actionable reports to support your decisions before your employees, the public, and a tribunal, if necessary.

Simner Corporation is experienced in the analysis of complex workplace issues and is committed to facilitating the restoration of workplace relationships, providing interventions in large, complex, highly structured, unionized workplaces. Our consultants communicate with senior public servants, executives in the private sector, human resources professionals, union representatives, and legal professionals. The nature of its work as well as the level and positions of its clients requires superior communication skills, complete confidentiality, and the highest level of sensitivity. In recent years, we also have completed a number of investigations involving conflict of interest (under the values and ethics code for the public service), as well as disciplinary issues falling under various codes of conduct.

Simner Corporation has been retained by the governments of Canada, Nunavut, Ontario, and Quebec for arbitrating disputes, including labour grievances and assessing damages suffered by First Nations children while residing at different Indian Residential Schools across Canada. In the past years, our firm has been retained as a neutral third-party to investigate harassment complaints or other workplace wrongdoing by several federal departments. Simner Corporation is one of the few firms that had been selected by the *Office of the Public Sector Integrity Commissioner of Canada* to investigate mismanagement in the public service.

References from institutional clients can be provided upon request.

## Our investigation service includes:

- Comprehensive reports including executive summaries, background, allegation by allegation review, and conclusions and, recommendations, if required.

Finally, Simner Corporation is an aboriginal firm that is **pre-qualified by Industry Canada and the government of Canada for the Procurement Strategy for Aboriginal Business (PSAB) program**.

## PURPOSE AND SCOPE

The investigation will establish all relevant facts regarding the allegations and will determine, in each case, whether the complainant was the subject of harassment in the workplace.

Our investigations are thorough and impartial. In order to help our clients take preventive or remedial action, our reports present a careful analysis and synthesis of documentary and interview data and are written in clear, factual language. Throughout the investigation, the investigator will focus on the allegations made by the complainant. If during the investigation other facts or allegations beyond the scope of the harassment issue come to light, the investigator will promptly document and report these to the Delegated Authority that had retained its services.

## OUR APPROACH

The primary role of the investigator is to uncover and corroborate facts in an objective manner, as the external third-party neutral. The investigator assigned to the investigation is thoroughly trained and fully independent to ensure the credibility of our investigation. Not only he is trained in harassment complaints, but he also has previously conducted several complaint investigations. In addition, the assigned investigator maintains the principles of natural justice and procedural fairness, and these values will guide us for the duration of our investigation.

Upon being retained, our approach entails the following:

1. After gathering all information related to the complaint/grievance and/or allegation(s) and determining the scope of the investigation and relevant witnesses, our firm enters into a specific retained agreement (mandate) in accordance with the client's requirements, while based on the National Master Standing Offer (NMSO).
2. In cases of alleged break of Code of Conduct and Internal Workplace Policies, the onus lies with the complainant to establish that the respondent did in fact discriminate against or harass the complainant. Recognizing that discrimination and harassment may often be subtle as well as overt actions with few witnesses and little documentary evidence as proof, a determination is based on a balance of probabilities.
3. The test used requires therefore a reasonable degree of probability, which allows the review committee to say, "We think it more probable than not" that the harassment occurred. If the probabilities are equal, the burden of proof is not met.

4. Full disclosure of the details of the complaint and the response is provided to the complainant and respondent, subject to the *Access to Information Act*. The respondent has a right to see the complaint made against her. Both the complainant and respondent have a right to read and approve their own statements, and all parties have the right to have someone acting as moral support to accompany them at the interview.
5. Each witness will also review and approve their respective statement.
6. Redirect interviews will be held as necessary with the complainant and respondent if further information is required based on witness statements.

## OUR METHODOLOGY

After proceeding as described above, and subject to the Treasury Board's applicable Leadership, Simner Corporation then conducts all its investigations under the following methodology:

1. Establish relevant criteria for the harassment investigation, including legislation and workplace harassment policies. We identify and pursue all relevant issues. We maintain that identifying the issues and developing a rationale as to why they should be investigated is the basic tenet of the investigation assessment and planning process. The investigator will ensure that the investigation is conducted in a manner that is fair to all parties and that the principles and rules of due process and of procedural fairness are rigorously applied.
2. Our investigations are carefully planned. Thorough planning of an investigation includes narrowing down the issues and the allegations raised by a complainant, which is essential for a complete investigation. We structure our time line for the conduct of interviews and conclusion of the written report, contingent upon the availability of witnesses and the complexity of the matter being investigated.
3. We then review and consider all relevant evidence. Emails, policies, letters, procedures, protocols, assessment, minutes, memos, access logs, and guidelines are essential in every one of our investigations. Asking for the right documentation, making sure to get it, reviewing it thoroughly, understanding what it means, and looking for any gaps are among our investigator's most important duties.
4. We conduct interviews in the Official Language of the interviewee's choice, and all interviews will be conducted as soon as possible in locations that will not compromise the integrity of the investigation. A list of witnesses will be established and interviews arranged. Additional witness interviews will be added to the interview list as they are identified throughout the process. Witnesses are pivotal to all of our investigations, and our investigator has been trained to identify anyone who may be germane to the investigation.
5. Detailed notes are taken throughout the interview and are provided to the interviewee for the purposes of verification and approbation. If changes are requested by the interviewee, those changes will be noted by the investigators in the statement. The approved notes of the interview will become part of the document of record that will be used to create the preliminary and final harassment investigation reports.

6. At the start of the interview process, the investigator will state his mandate, including who the investigator is and how he came to be involved in the investigation process. The investigator also will describe the investigation process, including discussing the relevant policies, legislation, and collective agreement provisions; a description of the *prima facie* as the burden of proof; general time lines; and interview expectations, including cooperation, confidentiality, and the fact that all comments are *on the record*.
7. The investigator will provide each party and witness with an explanation of his role in the process and an overview of the principles that affect the process including their own policy, rules of disclosure as required by the *Privacy Act and Access to Information Act*, and the concept of procedural fairness. The investigation will identify gaps in information, potential sources of additional information and person who may be able to supplement or corroborate information;
8. The respondent will be given sufficient time to examine the allegations against him or her and to provide the investigator with a response to each of the allegations. Each party has the right to identify witnesses. The investigator will determine which witnesses shall be interviewed, based upon their relevance to the allegations raised. No assurance can be given to witnesses that their names and the information they provide will not be revealed to others. The investigator will advise witnesses that their names will be used in the investigation reports.
9. The eighth step to investigating harassment complaints is to ensure all participants know there is zero tolerance for retaliation against someone making an allegation or against any other employee. It is important to tell employees interviewed that the department has a policy to investigate all complaints, and this is the process to resolve employee complaints. We inform employees that under no circumstances should employees or managers retaliate against someone for making a complaint. The employees are advised that if an employee feels retaliation, or if an employee or management retaliates against someone else, they may be disciplined.
10. We ensure that the analysis of all materials gathered in the investigation will remain objective and grounded solely on facts. Based on our extensive investigation experience, analysis of evidence is based on three things: relevance, sufficiency, and credibility. Any piece of evidence that does not support our ultimate conclusion and findings will be fully considered and an explanation offered as to why it was rejected or given whatever weight was attributed to it. Our comprehensive methodology assures that our findings and conclusions will be logical, reasonable, and able to withstand scrutiny.
11. In investigating harassment, the question of whether a reasonable person ought to have known the behaviour was unwelcome is considered. At the same time, there is the question of whether a reasonable person would see the actions referred to in the complaint as harassment or is the complainant seeing harassment where it does not exist. Finally, the investigator will provide to the coordinator periodic verbal progress reports on the status of the process throughout the investigation or at the request of the coordinator.
12. It is to be noted that the investigator will ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice as a support person.

## REVIEW, REPORTS, AND DELIVERY

### Summary of facts and preliminary factual report

After interviews of the parties and pertinent witnesses have taken place, normally within 15 working days of completion of the interviews, a summary of facts is prepared and sent to the Delegated Authority for agreement by the relevant party. Shortly thereafter, a preliminary factual report will be prepared based on the summary of facts and will be distributed by the investigator to the parties through the Delegated Authority will then forward copies of the report to the parties for their input and comments. The parties would normally take about 10 working days to review the preliminary factual report.

### Final Investigation Report

Upon conclusion of the interviews and after having received the preliminary report based on the summary of facts to the parties for their review and comments, our investigator will write a final report, which will include the following elements:

1. **Executive Summary:** A summary of the complaint, the respondent's statements, the witnesses' evidence, and findings of the investigation.
2. **Background:** A description of the complainant and respondent (positions, time with employer) and the number of witnesses. This also includes reference to pertinent legislation, regulation, policy, and collective agreement terms.
3. **Evidence:** A summary of the allegations and details of incidents from the perspective of the complainant, the respondent, and witnesses.
4. **Analysis and Findings:** The investigator's assessment of what happened (i.e., findings of fact).
5. **Determination:** Whether the incidents found to have occurred constitute harassment. In addition, three possible determinations can be made: the complaint is founded, in part or in totality; the complaint is unfounded; or the complaint is frivolous and/or vexatious.
6. **Remedy:** As expressly requested in your Statement of Work, if the complaint is founded, remedial action or disciplinary measure will be suggested.
7. **Appendices:** All relevant documentations (complaint, mandate, comments, emails, etc.) will be attached to the final report.

We will first provide one copy of the preliminary facts report for review and comment for the principals of the complaint the complainant and the respondent. After review and revision, we then write the final investigation report and provide five copies of our report detailing the findings, analysis, and conclusions of the investigation. If requested, we can provide a debriefing to management. Additionally, the investigator will brief the client representative on the progress of the investigation throughout the course of the assignment.



To maintain confidentiality, our reports are delivered in hardcopy and are not provided electronically unless agreed to, after discussion of the issues involved, and only through encryption with a secured password.

#### PROJECT LEADER & ASSIGNED INVESTIGATOR

The complete curriculum for the assigned sole investigator to the project is attached to this letter and is provided in confidence.

In summary, Robert Néron, our Lead Workplace Investigator, a former employment and human right lawyer, provides timely, effective, and fair investigations that draw the right conclusions. Robert Néron also had the opportunity to manage the Central and the Eastern Region of the Immigration of Canada for seven years as Regional Assistant Deputy Chairperson (Ex-03 Equivalent). In addition to a be a Labour Arbitrator and adjudicating claims for compensation filed by members of First Nations, he sits on the Discipline Committee of the Law Society of Nunavut.

Over the years, Mr. Néron has written over 1,000 quasi-judicial decisions and completed more than 50 internal investigations of complaints ranging from harassment to fraud and other workplace wrongdoing. Since August 2011, he has been the Lead Investigator and Principal of Simner Corporation, and he has since completed well over 25 internal harassment complaint investigations as external investigator. He completed thorough investigations and with clear and sound summaries of facts, preliminary factual reports and final investigation reports, while interacting and keeping informed the Delegated Authority.

#### FEES

A price ceiling of **\$ 21,250** in fees, exclusive of HST, is proposed for this project, based on the following level of effort:

<i>Consultant</i>	<i>Per Diem</i>	<i># Days</i>	<i>Total</i>
R. NÉRON			\$ 21,250
ACTIVITIES TO BE PERFORMED			
1. Review of complaints and investigation planning and preparation			
2. Interview of the complainant and summary of interview notes			
3. Interview of the respondents and summary of their interview notes			
4. Interview of witnesses and summaries of their statement.			
5. Writing of the 2 Summary of Facts for review by the parties			
6. Review of the comments received			
7. Preparation of the Final Investigation Reports (one for each respondent)			
TOTAL ESTIMATED			

Please note that the above price is a **price ceiling only** and is based on Simner Corporation review of the document received recently, which suggests single issues. It is estimated that several individual will be interviewed in the scope of this investigation.

In addition, should additional issues, allegations, or witnesses be introduced that substantially change the scope of the work or, if upon the involvement of legal counsel, technical, procedural or legal challenges are made to the process, requiring response, an amendment to these estimates may be necessary.

#### ASSUMPTIONS\*

Based on the information available at this time, this estimate takes the following assumptions:

1. Reports will be prepared in English.
2. There are one Complainant and two Respondent;
3. There are 8 allegations raised by the Claimant against the Respondents that are subject to investigation;
4. A maximum of 4 independent witnesses may be interviewed in Ottawa.

\* This estimate includes the interview of each party and witness requires planning, contact, the interview, typing the summary of the interview, ensuring the witness receives and reviews the typed summary to verify the information is accurate, as required by the *Privacy Act*.

**Invoices will reflect only actual days worked** and will be submitted monthly based on work performed during that month.

#### APPROVAL

**Reviewed and duly approved by:**

*Robert Néron*, CEO & President  
Simner Corporation

**Date:** August 27, 2018

File No.: 1000343922  
Call-up No.: 2019001910

### **STATEMENT OF WORK (SOW)**

<b>TITLE</b>	Investigation into allegations of harassment.
<b>OBJECTIVE</b>	To conduct an investigation pursuant to the Treasury Board Secretariat (TBS) Directive on the Harassment Complaint Process as well as the Policy on Harassment Prevention and Resolution.
<b>BACKGROUND</b>	<p>As the employer of the Federal Public Service (FPS), the Treasury Board is committed to providing a work environment where all persons working for the FPS are treated with respect and dignity.</p> <p>The Policy on Harassment Prevention and Resolution and the Directive on the Harassment Complaint Process provide a mechanism for FPS employees to submit a formal harassment complaint.</p>
<b>SCOPE</b>	The scope of the work will involve investigation of the complaint(s) and will include testimony from all relevant parties. Harassment needs to be addressed with sensitivity, promptness and discretion.
<b>TASKS</b>	<p>The following tasks must be undertaken by the Contracted Investigator:</p> <ul style="list-style-type: none"> <li>• Research and plan the investigation, including gathering, examining and recording all relevant evidence from available documentation;</li> <li>• Prepare an investigation plan for the Delegated Authority at the Canada Border Services Agency (Vice-President of the complainant's reporting Branch);</li> <li>• Plan and prepare investigative and interview questions to assist in obtaining the necessary evidence about the alleged incidents;</li> <li>• Identify gaps in the information, potential sources of additional information and persons who may be able to provide relevant information;</li> <li>• Ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice;</li> <li>• Conduct interviews with the complainant, the respondent and other relevant witnesses;</li> <li>• Prepare and provide a statement for confirmation of agreement by the appropriate interviewee;</li> <li>• Analyze the evidence and circumstances and determine the substance of each allegation;</li> <li>• Prepare a Preliminary Report based on the relevant information which the CBSA will provide to the complainant and respondent for review and comment;</li> <li>• Consider the comments and remarks of the Parties related to the Preliminary Report;</li> <li>• Prepare and submit the final Investigation Report of the findings for the Delegated Authority;</li> <li>• Upon request, be available to brief the Delegated Authority or act as</li> </ul>

File No.: 1000343922  
 Call-up No.: 2019001910

	expert witness if need be.
<b>CONSTRAINTS</b>	<p>Standing Offer terms and conditions pertaining to confidentiality and conflict of interest will apply to this undertaking.</p> <p>The Contractor must meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators (<a href="https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp">https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pcemh-eng.asp</a>).</p> <p>The Contractor must read the complaint and its related documents prior to the start of the investigation.</p> <p>The Contractor and its resources are expected to apply the principles of procedural fairness and abide by the assigned mandate.</p> <p>The contractor will be saving all work pertaining to this contract on the bit-locker encrypted USB key ONLY and no CBSA data can be saved on his IT equipment.</p> <p>The Contractor has the obligation to protect the bit-locker encrypted USB key. The USB key must be secured in an approved cabinet and be secured when not in use.</p>
<b>CLIENT SUPPORT</b>	<p>The CBSA will provide a complete copy of the complaint.</p> <p>The CBSA will support the Investigator's wishes by providing the coordinates of the individuals in question.</p> <p>The CBSA will provide a bit-locker encrypted USB key in order to save all documents pertaining to the complaint on it.</p> <p>The Administrative Coordinator from the Vice-President's office will make the arrangements for the appropriate parties to consider the report and provide comments as necessary.</p>
<b>SCHEDULE AND COSTS</b>	<p>Ceiling Price Call-up</p> <p>The schedule will be determined at the start up meeting. Circumstances may arise where the schedule is impacted. The Investigator will provide regular updates to the CBSA regarding progress and schedule.</p> <p>The ceiling price will include professional fees, travel and accommodation.</p> <p>Any unforeseen or additional expenses not previously approved by the CBSA will require formal agreement to proceed.</p>
<b>DELIVERABLES</b>	<p>The Contractor shall provide:</p> <ul style="list-style-type: none"> <li>Investigative Plan;</li> </ul>

File No.: 1000343922  
 Call-up No.: 2019001910

	<ul style="list-style-type: none"> <li>• Regular progress and schedule updates;</li> <li>• Preliminary Investigation Report;</li> <li>• Final Investigation Report including a detailed description of the findings and its analysis, the testimony of all parties as well as final recommendations.</li> <li>• All documents received during the investigation, both electronic and paper version.</li> <li>• The bit-locker encrypted USB Key.</li> </ul> <p>The Contractor/Investigator should provide a copy of the reports in hard copy. The language of the report should be the same as the complaint.</p>
<b>LANGUAGE OF WORK</b>	The contractor must be able to provide services in both Official Languages.
<b>TRAVEL</b>	All travel and accommodations must be pre-approved by the CBSA.
<b>APPLICABLE DOCUMENTS</b>	TBS Policy on Harassment Prevention and Resolution; TBS Directive on the Harassment Complaint Process; and, TBS Guide on Applying the Harassment Resolution Process.
<b>LOCATION OF WORK</b>	The location of work of the Investigator is provided by the Contractor. When necessary, the CBSA will reserve its Boardroom to accommodate the interviews with the parties (building address).
<b>SECURITY REQUIREMENTS</b>	CBSA Reliability Status



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

## Call-up Against a Standing Offer

### Commande subséquente à une offre à commandes

Ship to - Expédier à

Canada Boarder Services Agency  
355 North River Rd  
Ottawa Ontario

47419

K1A 0L8

Supplier - Fournisseur

Simner Corporation  
233-372 Rideau St.  
Ottawa, Ontario K1N 1G7

866397920PG001

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security:** The call-up includes security provisions.

**Sécurité :** La demande comprend des exigences en matière de sécurité.

☐ NO  
NON

☒ YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐

The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐

The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

☒

Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Financial Code(s) - Code financier(s)

Cost Center: 330000000

Fund: 2001

Functional Area: 30100

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande

Order, Off. - Bur. dem. YY - AA

Serial No. - N° de série

Client Reference No. (optional)

N° de référence du client (facultatif)

E60ZG-180493/025/ZG

1000

34

3922

2019001910

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.

Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		24,012.50	24,012.50

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
10	Investigative Services (Quote 2018-NHQ-HC-127410) All terms and conditions of Standing Offer E60ZG-180493/025/ZG apply. As per Statement of Work attached  Stream 1 - Harassment Complaints Resource: Robert Néron Start Date: 2018-11-15 End Date: 2019-03-31	DAY			21,250.00
2	HST  Project Authority: Camille Cloutier-Mc Nicoll @ 613-957-3396.  Camille.Cloutier-McNicoll@cbsa-asfc.gc.ca	\$			2,762.50

Special Instructions - Instructions particulières

Total 24,012.50

Remit invoices to: vendors-fournisseurs@cbsa-asfc.gc.ca

For further information, call - Pour renseignements supplémentaires, contacter		Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)
Name - Nom Michel Derouin - michel.derouin@CBSA-ASFC.gc.ca	Telephone No. - N° de téléphone (343) 291-5668	

For internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.	Signature (Mandatory - Obligatoire) AIP Requisition 1000343922 on File	Signature (Mandatory - Obligatoire) 
	Date (YYYY-MM-DD - AAAA-MM-JJ)	Date (YYYY-MM-DD - AAAA-MM-JJ) NOV 15 2018

Canada

PWGC-TPSGC 942 (01/2014)

<b>Supplier Corporation</b> Vendor No. N° du fournisseur: <b>195324</b> Tel. No. - N° du Tél.: <b>613-686-3002</b> Fax. No. - N° de télécop.: <b>343-291-5693</b>			<b>Personnel responsible</b> Contact: <b>NANCY SAVARIA</b> <b>PROCUREMENT &amp; CONTRACTING</b> <b>PLACE VANIER, TOWER B</b> <b>333 NORTH RIVER RD</b> <b>OTTAWA ON K1A 0L8</b>		Standard Offer No. - N° de l'offre précédente: <b>E60ZG-180493/026/ZG</b> Amendment Date - Time / Date de la modification: Temps	Validity Period: From - De: <b>20/03/2019</b> To - À: <b>31/03/2020</b> Previous Value - Valeur précédente:	Order No. N° de la commande: <b>2019003152</b> Order date / Date de la demande (D/M/Y - J/M/A): <b>20/03/2019</b> Date required / Demande pour le (D/M/Y - J/M/A):
inc. Dec. Aug. Dim.			Revised value - Montant révisé:		Date required / Demande pour le (D/M/Y - J/M/A):		

Item No. Article n°	Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Ext. Price Prix prévu
00010	<b>-Harassment Complaint Investigation Rigua</b> Delivery date 31/03/2019 (D/M/Y - J/M/Y)  See Annex "A" Statement of Work Description: Workplace Investigations Dates: Call-up Award date until March 31, 2020 Estimated Level of Effort: Rate:  <b>Service Line 10 Details:</b> Harassment - External investigation 6,250.00	SU			6,250.00
00020	<b>-Harassment Complaint Investigation Rigua</b> Delivery date 31/03/2020 (D/M/Y - J/M/Y)	SU			23,750.00

Delivery Address / Adresse de livraison: (UNLESS SPECIFIED DIFFERENTLY ABOVE / SAUF INDICATION CONTRAIRE)	Invoicing address / Adresse de facturation: Invoices / Factures: Original and two copies are to be made out and sent to: Remplir et envoyer l'original et deux copies à: <b>Vendors-fournisseurs@cbsa-asfc.gc.ca</b> <b>National Invoice Reception Unit /</b> <b>Unité nationale de réception de fac</b> <b>2e étage</b> <b>105 RUE MCGILL, #260-01</b> <b>MONTREAL QC H2Y 2E7</b>	FOB / FAB:	Amount / Montant: <b>CAD 30,000.00</b>  Terms of payment / Modalités de paiement: <b>Net 30 days</b>  T. taxes / T. taxes: <b>CAD 3,900.00</b>  T. Amount / Montant T.: <b>CAD 33,900.00</b>
--	--	------------	--

**Your proposal is accepted**

to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.

**Nous acceptons votre proposition**

de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

*Nancy Savaria*  
Name (please print)/Nom (en lettres majuscules)

*Sr. Procurement + Contracting*  
Position title/Titre du poste

*Nancy Savaria* 20-03-19  
Signature Date (D/M/Y - J/M/A)

Signed for the Commissioner by/Signé pour le Commissaire par:



## Call-Up

Commande subséquente à une offre à commandes

Order No. ...  
N° de la demande  
**2019003152**

2 / 4

Item No. Article n°	Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Ext. Price Prix prévu
	Cost Center: 4530-200-00				
	Fund: 2001/11000				
	Name of the Project Authority: Keren Hawkins				
	Total Amount: Approximately \$30,832.00				
	Start-End Time: Minimum of 1 year				
	<b>Service Line 10 Details:</b>				
	Harassment - External investigation				
	23,750.00				



## HEADER INFORMATION/INFORMATION DE L'ENTÊTE

See Annex "A" Statement of Work

### 1. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

### 2. General Conditions

2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

#### 1. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre sont reproduites dans le Guide des Clauses et conditions uniformisées d'achat (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) publié par Services publics et Approvisionnement Canada.

### 2. Conditions générales

2029 (2013-04-25) Conditions générales - biens ou services (faible valeur) s'appliquent au contrat et en font partie intégrante



Call-Up

Commande subséquente à une offre à commandes

Order No.  
N° de la demande  
**2019003152**

Page  
**4 / 4**

Section 3

Terms of Payment

Section 4

Other Terms and Conditions

APPENDICES

**Annex A**  
**Statement of Work (SOW)**

**1. TITLE**

Investigative Services for harassment complaints for the Canada Border Services Agency (CBSA)

**2. OBJECTIVE**

The objective is to conduct an investigation pursuant to the Treasury Board Secretariat (TBS) Directive on the Harassment Complaint Process as well as the Policy on Harassment Prevention and Resolution.

**3. BACKGROUND**

As the employer of the Federal Public Service (FPS), the TBS is committed in providing a work environment where all persons working for the FPS are treated with respect and dignity.

The Policy on Harassment Prevention and Resolution and the Directive on the Harassment Complaint Process provide a mechanism for FPS employees to submit a formal harassment complaint.

**4. SCOPE**

The scope of the work will involve investigation of the complaint(s) and will include testimony from all relevant parties. Harassment needs to be addressed with sensitivity, promptness and discretion.

**5. TASKS**

The Contractor must perform the following tasks:

- 5.1 Attend a kick-off meeting with the Project Authority (PA) and other CBSA stakeholders within two (2) days of contract award. This meeting will be used to discuss the objective, scope of work and schedule. The meeting may take place via telephone conference as per the PA discretion;
- 5.2 Research and plan the investigation, including gathering, examining and recording all relevant evidence from available documentation;
- 5.3 Prepare an investigation plan for the PA at the CBSA (Vice-President of the complainant's reporting Branch);
- 5.4 Plan and prepare investigative and interview questions to assist in obtaining the necessary evidence about the alleged incidents;
- 5.5 Identify gaps in the information, potential sources of additional information and persons who may be able to provide relevant information;

- 5.6 Ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice;
- 5.7 Conduct interviews with the complainant, the respondent and other relevant witnesses;
- 5.8 Prepare and provide a statement for confirmation of agreement by the appropriate interviewee;
- 5.9 Analyze the evidence and circumstances and determine the substance of each allegation;
- 5.10 Prepare a Preliminary Report based on the relevant information which the CBSA will provide to the complainant and respondent for review and comment;
- 5.11 Consider the comments and remarks of the Parties related to the Preliminary Report;
- 5.12 Prepare and submit the final Investigation Report of the findings for the PA;
- 5.13 Upon request, be available to brief the PA or act as expert witness if need be;
- 5.14 Advise the CBSA where the schedule is impacted. The Investigator will provide regular updates to the CBSA regarding progress and schedule.

## **6.0 CLIENT SUPPORT**

The CBSA will:

- 6.1 Provide a complete copy of the complaint;
- 6.2 Support the Investigator's wishes by providing the coordinates of the individuals in question;
- 6.3 Provide a bit-locker encrypted USB key in order to save all documents pertaining to the complaint on it;
- 6.4 Provide an Administrative Coordinator from the Vice-President's office. The Administrative Coordinator will make the arrangements for the appropriate parties to consider the report and provide comments as necessary;

## **7.0 DELIVERABLES**

The Contractor must provide the following:

- 7.1 Investigative Plan;
- 7.2 Regular progress and schedule updates;
- 7.3 Preliminary Investigation Report;
- 7.4 Final Investigation Report including a detailed description of the findings and its analysis, the testimony of all parties as well as final recommendations;

## 7.5 The bit-locker encrypted USB Key.

All documents received during the investigation, must be in both electronic and paper version.

The contractor must provide all electronic copies of deliverables using Microsoft Office Suite software.

## **7 OFFICIAL LANGUAGES**

7.1 The Contractor must work and submit all deliverables in either official language (English or French).

## **8 LOCATION OF WORK AND TRAVEL**

8.1 All work will be carried out at the Contractor's facilities, and all work and materials produced must remain in Canada. The Contractor will be expected to be available to participate at CBSA facilities in Ottawa, ON as required;

8.2 No travel is anticipated in the performance of the activities described in this Statement of Work. However, should travel be required it must be approved by the PA, where all travel and living expenses are to be claimed in accordance with Treasury Board Travel Directive and not exceed the guidelines as stated herein.

(See: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp))

## **9 CONSTRAINTS**

9.1 Standing Offer terms and conditions pertaining to confidentiality and conflict of interest will apply to this undertaking.

9.2 The Contractor must meet the requirements as outlined in the Competencies Profile for Internal and External Harassment Investigators ([https://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/hw-hmt/cphi-pecmh-eng.asp](https://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/cphi-pecmh-eng.asp)).

9.3 The Contractor must read the complaint and its related documents prior to the start of the investigation.

9.4 The Contractor and its resources are expected to apply the principles of procedural fairness and abide by the assigned mandate.

9.5 The contractor will be saving all work pertaining to this contract on the bit-locker encrypted USB key ONLY and no CBSA data can be saved on his IT equipment.

## **10 APPLICABLE DOCUMENTS**

10.1 TBS Policy on Harassment Prevention and Resolution;



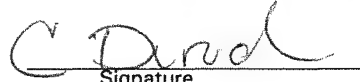

10.2 TBS Directive on the Harassment Complaint Process; and,

10.3 TBS Guide on Applying the Harassment Resolution Process.

To: - A : <b>Simner Corporation</b>			Contact - Personne-ressource <b>LOUISE SHALLOW CRA/ARC INFORMATION TECHNOLOGY SERV 2500 OUELLETTE AVE WINDSOR ON N8X 1L5</b>		Standing offer No. - N° d'offre permanente <b>E60ZG-180493/025/ZG</b>	Validity Period - Période de validité (D/M/Y J/M/A) From - De: <b>01/08/2019</b> To - À: <b>31/03/2020</b>	Order No. N° de la demande <b>2020000923</b>
Vendor No. - N° du fournisseur <b>195324</b>	Tel. No - N° du Tél. <b>613-686-3002</b>	Fax. No. - N° de télécop.	Tel. No - N° du Tél.* <b>519-967-4297/N/A</b>	Fax. No. - N° de télécop. <b>519-967-4294</b>	Amendment Date/ Time Date de la modification/ Temps	Previous Value - Valeur précédente	Order date Date de la demande (D/M/Y J/M/A) <b>01/08/2019</b>
					Inc./Dec. - Aug./Dim.	Revised value - Montant révisé	Date required Demandé pour le (D/M/Y J/M/A) <b>29/07/2019</b>

Item No. Article n°	Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Ext.Price Prix prévu
00010	<b>-HR SERVICES - WORKPLACE ASSESSMENT</b>  INCLUSIVE OF TRAVEL EXPENDITURES	\$			30,500.00

Delivery Address - Adresse de livraison (UNLESS SPECIFIED DIFFERENTLY ABOVE - SAUF INDICATION CONTRAIRE)	Invoicing address - Adresse de facturation Invoices - Original and two copies are to be made out and sent to Factures - Remplir et envoyer l'original et deux copies à <b>Vendors-fournisseurs@cbsa-asfc.gc.c National Invoice Reception Unit/ Unité nationale de réception de fac 2e étage 105 RUE MCGILL, #260-01 MONTRÉAL QC H2Y 2E7</b>	FOB - FAB	Amount - Montant CAD <b>30,500.00</b>
		Terms of payment - Modalités de paiement <b>Net 30 days</b>	T. taxes - T. taxes CAD <b>3,965.00</b>
			T.Amount - Montant T. CAD <b>34,465.00</b>

<p align="center"><b>Your proposal is accepted</b></p> <p>to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.</p> <p align="center"><b>Nous acceptons votre proposition</b></p> <p>de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).</p>	<p>Signed for the Commissioner by/Signé pour le Commissaire par:</p> <p align="center"> Name (please print)/Nom (en lettres majuscules)</p> <p align="center"> Position title/Titre du poste</p> <p align="center"> Signature</p> <p align="center"> Date(D/M/Y - J/M/A)</p>
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## Shallow, Louise

---

**From:** Robert Neron <robert.neron@simner.ca>  
**Sent:** August 18, 2019 09:50 AM  
**To:** Shallow, Louise  
**Subject:** RE: scan-20190814082925560.pdf  
**Attachments:** scan0014.pdf

As requested.

Best regards,

**Robert Neron, LL.B., LL.M., C.Arb.**



**CERTIFIED**  
Aboriginal Business

Canadian Council for  
Aboriginal Business 

**From:** Shallow, Louise <Louise.Shallow@cbsa-asfc.gc.ca>  
**Sent:** 14 août 2019 11:56  
**To:** Robert.neron@simner.ca  
**Subject:** scan-20190814082925560.pdf

Please accept the attached by signing and returning the last page of the Statement of Work. Our Stephanie Snary, Regional Security will be in contact with you to coordinate your Security Briefing prior to the commencement of work. Please feel free to contact me if I can be of further assistance. Thank you.

Louise Shallow  
Senior Contracting Officer  
Southern Ontario Region  
Canada Border Services Agency  
519-967-4297  
[Louise.shallow@cbsa-asfc.gc.ca](mailto:Louise.shallow@cbsa-asfc.gc.ca)



Garanti sans virus. [www.avast.com](http://www.avast.com)

**PROJECT AUTHORITY**

Marisa Minniti-Rocco – Manager, Labour Relations (905) 354-5225

Antonietta Lalonde – Labour Relations Advisor (905) 354-3814

**CONTRACTING AUTHORITY**

Louise Shallow – Procurement Officer – (519) 967-4297

**SIGNATURES**

**Canada Border Services Agency**




**Christine Durocher**  
**A/Regional Director General**  
**Southern Ontario Region**

July 26, 2019  
**Date**

**Simner Corporation**

*I have authority to bind the Company.*

  
**Robert Neron** for Simner Corp - Ontario

Aug. 13, 2019  
**Date**



## Shallow, Louise

---

**From:** Shallow, Louise  
**Sent:** August 14, 2019 11:56 AM  
**To:** 'Robert.neron@simner.ca'  
**Subject:** scan-20190814082925560.pdf  
**Attachments:** scan-20190814082925560.pdf

Please accept the attached by signing and returning the last page of the Statement of Work. Our Stephanie Snary, Regional Security will be in contact with you to coordinate your Security Briefing prior to the commencement of work. Please feel free to contact me if I can be of further assistance. Thank you.

Louise Shallow  
Senior Contracting Officer  
Southern Ontario Region  
Canada Border Services Agency  
519-967-4297  
[Louise.shallow@cbsa-asfc.gc.ca](mailto:Louise.shallow@cbsa-asfc.gc.ca)

**Shallow, Louise**

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**From:** robert.neron@simner.ca  
**Sent:** August 14, 2019 11:56 AM  
**To:** Shallow, Louise  
**Subject:** [Auto-Reply] scan-20190814082925560.pdf

Thank you for your e-mail.

Please note that I am away from the Office until August 16.

I will be happy to respond to your e-mail upon my return.

Best Regards,

Me Robert Neron

---

Merci pour votre courriel.

Veuillez prendre note que je suis hors du bureau jusqu'au 16 aout.

Il me fera plaisir de repondre a votre courriel a mon retour.

Sincerement.

Me Robert Neron

CANADA BORDER SERVICES AGENCY (CBSA)  
and  
SIMNER CORPORATION (Robert Neron)

**SOUTHERN ONTARIO REGION - STATEMENT OF WORK:  
HARASSMENT COMPLAINT INVESTIGATION**

**OBJECTIVE**

To conduct an investigation on behalf of the CBSA pursuant to the Treasury Board Secretariat (TBS) *Directive on the Harassment Complaint Process* as well as the *Policy on Harassment Prevention and Resolution* and to provide written reports of findings and recommendations of the investigation to the Delegated Manager.

**BACKGROUND**

As the employer of the Federal Public Service (FPS), the Treasury Board is committed to providing a work environment where all persons working for the FPS are treated with respect and dignity.

The *Policy on Harassment Prevention and Resolution* and the *Directive on the Harassment Complaint Process* provide a mechanism for FPS employees to submit a formal harassment complaint.

Formal complaints are managed by the Delegated Manager with the assistance and support of the Regional and/or the National Labour Relations Advisors, as may be appropriate. Complaints are submitted in the form of harassment in the workplace. The Complaint that is the subject of this Statement of Work has been characterized by the Complainant as a harassment complaint.

The TBS *Policy on Harassment Prevention and Resolution* ("the Policy") defines "harassment" at: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26041>.

The purpose of this investigation is to conduct a formal investigation for the CBSA regarding allegations of Harassment, including examining the allegations brought forward by the Complainant to determine if they meet the definition of "harassment" and to provide written reports of findings and recommendations to the Delegated Manager.

**SCOPE OF WORK**

The scope of work will involve investigation of the complaint(s) and will include testimony from all relevant parties. Harassment needs to be addressed with sensitivity, promptness and discretion.

**TASKS**

The Investigator must investigate the complaints in accordance with the following terms and conditions:

1. The Investigator must prepare a quote for services with time frames and estimated cost.

2. The Investigator must review the complaint and ensure that the allegations are clearly identified, and that the Parties to the incident, relevant documentation and witnesses relevant to the allegations have also been identified.

If any new allegations or Parties are identified by the Investigator during the course of the investigation, he/she must notify the Delegated Manager prior to undertaking any action and seek the CBSA's approval for any resultant required action.

3. The Investigator must investigate the allegations of harassment as contained in the complaint as defined in the *TBS Policy on Harassment Prevention and Resolution*.

The Investigator must apply the principles of procedural fairness and natural justice.

The Investigator must adhere to the following timeframes, or timeframes as may otherwise be agreed to by the Parties to this Statement of Work in writing:

Commence working on or about: July 25, 2019

Investigation Phase Completion Date: August 28, 2019

Final Report submitted to CBSA: September 30, 2019

Or if such timeframes are extended they must be mutually agreed upon by both Parties in writing.

4. The Investigator must provide the CBSA representative responsible for coordinating the investigation with the list of witnesses and a list of any of the relevant documentation required. The CBSA representative will provide the Investigator with the telephone numbers or other contact information for the Parties and witnesses, will inform them that the Investigator will be in contact with them, and will assist in arranging the date, time and location of the interview(s).
5. The Investigator must conduct interviews in either English/French language. Interviews must be conducted during the Parties' regular working hours, unless circumstances dictate otherwise and approved by the Project Authority.
6. The Investigator must explain the harassment investigation process, including the right of the Parties to have a person of their choice (who is not a Party nor a witness in the investigation) accompany them, and must respond to questions from the Parties or witnesses concerning the investigation process.
7. The Investigator must ensure that the Parties have sufficient opportunity to review the allegations and respond to them, either verbally or in writing. If Parties provide comments/responses verbally, the Investigator must record the information and obtain a signed statement.

8. If applicable, the Investigator must advise the CBSA representative of any failure to cooperate on the part of a Party, witness or advisor. The Investigator must provide periodic verbal or written progress reports to the CBSA representative on the status of the investigation as may be requested.
9. The Investigator must ensure that all relevant documentation and witnesses in support of responses are identified, and must determine what additional information might be required to clarify and allow a full assessment of the facts related to the allegations.
10. The Investigator must allow the Parties and witnesses to review their statements as recorded and ask them to sign witness statements to confirm accuracy immediately following interviews or as soon as practicable thereafter.
11. Once all interviews are completed or as soon as practicable thereafter, the investigator must provide CBSA with a copy of the Preliminary Statement of Facts.
12. If appropriate based on the evidence received and/or requested by the Delegated Manager or CBSA Representative, the Investigator must determine if any Party or witnesses knowingly made false or vexatious or malicious statements or complaints, or if a complaint was made in bad faith, and prepare a separate report to the CBSA in relation to that issue.
13. Once all investigative activity is finalized, the Investigator must produce a Final Report to the CBSA, ensuring that all findings, conclusions, and recommendations are included. Upon submission of the Final Report, the Investigator must submit the entire investigation file to the CBSA representative along with all documentation collected.
14. The Investigator must accept the termination of his/her mandate during the investigation process if mediation is undertaken and successful (and any of the complaints are withdrawn) or if the complaints or any of them is/are withdrawn, or if the CBSA directs the closure of any of the investigations.
15. It is agreed that travelling and living expenses may be incurred by the Investigator. Travel costs must be consistent with Treasury Board's Travel Directive.
16. The Investigator must protect personal information under the *Access to Information and Privacy Act*.
17. The Investigator must ensure that the investigation is billed and accounted for and that all invoices are detailed and accompanied by receipts.

### **CONSTRAINTS**

The Standing Offer terms and conditions pertaining to confidentiality and conflict of interest must apply to this undertaking.

The Investigator/Contractor must meet the requirements as outlined in standing offer E60ZG-180493.

The Investigator/Contractor must read the complaint and its related documents prior to the start of the investigation.

### **CLIENT SUPPORT**

The CBSA representative will ensure that the Parties receive a copy of the vetted written complaint of allegations relating to them, or a summary of the nature of the allegations whichever is appropriate, and any relevant documents as appropriate. They will inform the Parties of their rights and responsibilities, of the availability of EAP services, of the opportunity for informal conflict resolution and of the confidentiality of the process under the *Access to Information and Privacy Acts*.

The CBSA will provide the Investigator with interview space, any relevant information, staff assistance and/or contacts to support the Investigator.

The CBSA will provide a bit-locker encrypted USB key in order to save all documents pertaining to the complaint on it.

### **LOCATION OF WORK**

The location for the investigation will be determined by CBSA. When necessary, CBSA will reserve a Boardroom to accommodate the interviews with the parties in the Windsor Region.

### **TECHNICAL EQUIPMENT**

The Investigator/Contractor must use their own computer equipment. The CBSA may provide the use of a telephone, photocopier and facsimile as required.

The Investigator/Contractor must save all work pertaining to this contract on the bit-locker encrypted USB key ONLY and no CBSA data can be saved on their IT equipment.

The Investigator/Contractor has the obligation to protect the bit-locker encrypted USB key. The USB key must be secured in an approved cabinet and be secured when not in use.

### **LANGUAGE OF MATERIALS**

The CBSA requires the documentation to be provided in the English language. If translation is required, the Contractor will discuss translation with the CBSA Representative.

### **SECURITY REQUIREMENTS**

The Investigator/Contractor is required to have CBSA Reliability status.

### **SCHEDULE AND COSTS**

The ceiling price will include professional fees, travel and accommodation. Travel costs must be consistent with Treasury Board's Travel Directive.

Per attached quote. Any unforeseen or additional expenses not previously approved by the CBSA will require formal agreement prior to the work being done or travel expenses occurring.

### **PROJECT AUTHORITY**

Marisa Minniti-Rocco – Manager, Labour Relations (905) 354-5225

Antionietta Lalonde – Labour Relations Advisor (905) 354-3814

### **CONTRACTING AUTHORITY**

Louise Shallow – Procurement Officer – (519) 967-4297

### **SIGNATURES**

#### **Canada Border Services Agency**



**Christine Durocher**  
**A/Regional Director General**  
**Southern Ontario Region**

July 26, 2019  
**Date**

#### **Simner Corporation**

*I have authority to bind the Company.*

\_\_\_\_\_  
**Robert Neron**

\_\_\_\_\_  
**Date**



**SIMNER**  
Corporation

An International Arbitration Firm

## PROPOSAL

### PROPOSAL TO CONDUCT WORKPLACE INVESTIGATION

FILE: Harassment Investigation – CBSA

National Master Standing Offer: NMSO E60ZG-180493/025/ZG

#### **Bidders Name and Address:**

Simner Corporation  
s/o Robert Neron, CEO & President  
Adjudication & Arbitration Services

**Tel: (613) 686-3002 | Fax: (613) 703-1557**  
Robert.Neron@simner.ca

**PBN: 866397920PG0001**  
**NMSO: E60ZG-180493/025/ZG**

*<Pre-qualified in the Procurement Strategy for Aboriginal Business>*

**CERTIFIED**  
**Aboriginal Business**

Canadian Council for  
Aboriginal Business 



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## EXECUTIVE SUMMARY AND EXPERTISE

Simner Corporation is a bilingual Ottawa-based arbitration and workplace investigation firm, with its headquarters in Ottawa. It is a successful aboriginal-owned and operated global resolution firm that provides conflict resolution and third-party neutral services across Canada working exclusively with the public sector.

Simner Corporation offers the services of former administrative judges and senior ADR professionals to arbitrate and mediate disputes and serve as a third-party neutral in fact-finding or investigation mandates. With over 21 years in Employment Law, Human Right Law and Human Resources experience, its President and CEO, Robert Néron, a Senior Lawyer, experienced Workplace Complaint Investigation and Chartered Arbitrator, is a former Senior Manager (equivalent to Regional Director) of the largest tribunal in Canada –the Immigration and Refugee Board. Mr. Néron has shifted his law practice to full-time neutral work as an arbitrator, conciliator, and workplace investigator (harassment complaint and other wrongdoing). Recent law and the broad exposure of disputes through the media have increased the employer's obligation to respond to workplace disputes in a timely and reasonable manner. The importance of a prompt and fair resolution in today's marketplace has created the need for firms specializing in neutral investigations.

At Simner Corporation, our dedication to actionable workplace investigations is exemplified by limiting our practice to arbitration and workplace investigation. We add value to this specialization by providing the public sector with a trained, skilled, and professional fact-finder who maintains the requisite independence, objectivity, and neutrality at all times during the investigation. All facts are gathered in an impartial manner and analyzed critically through an experienced legal lens. Procedural fairness and integrity are ensured throughout the process as the findings depict comprehensive analysis and reasoned conclusions. Our experience and methodology provides our clients with an effective tool to make the difficult but necessary decisions that may have a significant impact in the workplace and your market. Our goal is to provide you the clear, reasoned, and actionable reports to support your decisions before your employees, the public, and a tribunal, if necessary.

Simner Corporation is experienced in the analysis of complex workplace issues and is committed to facilitating the restoration of workplace relationships, providing interventions in large, complex, highly structured, unionized workplaces. Our consultants communicate with senior public servants, executives in the private sector, human resources professionals, union representatives, and legal professionals. The nature of its work as well as the level and positions of its clients requires superior communication skills, complete confidentiality, and the highest level of sensitivity. In recent years, we also have completed a number of investigations involving conflict of interest (under the values and ethics code for the public service), as well as disciplinary issues falling under various codes of conduct.

Simner Corporation has been retained by the governments of Canada, Nunavut, Ontario, and Quebec for arbitrating disputes, including labour grievances and assessing damages suffered by First Nations children while residing at different Indian Residential Schools across Canada. In the past years, our firm has been retained as a neutral third-party to investigate harassment complaints or other workplace wrongdoing by several federal departments. Simner Corporation is one of the few firms that had been selected by the *Office of the Public Sector Integrity Commissioner of Canada* to investigate mismanagement in the public service.

References from institutional clients can be provided upon request.

#### **Our investigation service includes:**

- Comprehensive reports including executive summaries, background, allegation by allegation review, and conclusions and, recommendations, if required.

Finally, Simmer Corporation is an aboriginal firm that is **pre-qualified by Industry Canada and the government of Canada for the Procurement Strategy for Aboriginal Business (PSAB) program.**

#### **PURPOSE AND SCOPE**

The investigation will complete a workplace investigation and will determine if the allegation of wrongdoing and/or misconduct are founded or not.

Our investigations are thorough and impartial. In order to help our clients take preventive or remedial action, our reports present a careful analysis and synthesis of documentary and interview data and are written in clear, factual language. Throughout the investigation, the investigator will focus on the allegations made by the complainant. If during the investigation other facts or allegations beyond the scope of the wrongdoing issue come to light, the investigator will promptly document and report these to the Delegated Authority that had retained its services.

#### **OUR APPROACH**

The primary role of the investigator is to uncover and corroborate facts in an objective manner, as the external third-party neutral. The investigator assigned to the investigation is thoroughly trained and fully independent to ensure the credibility of our investigation. Not only he is trained in workplace complaints of wrongdoing, but he also has previously conducted several complaint investigations. In addition, the assigned investigator maintains the principles of natural justice and procedural fairness, and these values will guide us for the duration of our investigation.

Upon being retained, our approach entails the following:

1. After gathering all information related to the complaint/grievance and/or allegation(s) and determining the scope of the investigation and relevant witnesses, our firm enters into a specific retained agreement (mandate) in accordance with the client's requirements, while based on the National Master Standing Offer (NMSO).
2. In cases of alleged break of Code of Conduct and Internal Workplace Policies, the onus lies with the complainant to establish that the respondent did in fact committed wrongdoing.
3. The test used requires therefore a reasonable degree of probability, which allows the review committee to say, "We think it more probable than not" that wrongdoing occurred. If the probabilities are equal, the burden of proof is not met.

4. Full disclosure of the details of the complaint and the response is provided to the complainant and respondent, subject to the *Access to Information Act*. The respondent has a right to see the complaint made against her. Both the complainant and respondent have a right to read and approve their own statements, and all parties have the right to have someone acting as moral support to accompany them at the interview.
5. Each witness will also review and approve their respective statement.
6. Redirect interviews will be held as necessary with the complainant and respondent if further information is required based on witness statements.

#### OUR METHODOLOGY

After proceeding as described above, and subject to the Treasury Board's applicable Leadership, Simner Corporation then conducts all its investigations under the following methodology:

1. Establish relevant criteria for the investigation, including legislation and workplace policies. We identify and pursue all relevant issues. We maintain that identifying the issues and developing a rationale as to why they should be investigated is the basic tenet of the investigation assessment and planning process. The investigator will ensure that the investigation is conducted in a manner that is fair to all parties and that the principles and rules of due process and of procedural fairness are rigorously applied.
2. Our investigations are carefully planned. Thorough planning of an investigation includes narrowing down the issues and the allegations raised by a complainant, which is essential for a complete investigation. We structure our time line for the conduct of interviews and conclusion of the written report, contingent upon the availability of witnesses and the complexity of the matter being investigated.
3. We then review and consider all relevant evidence. Emails, policies, letters, procedures, protocols, assessment, minutes, memos, access logs, and guidelines are essential in every one of our investigations. Asking for the right documentation, making sure to get it, reviewing it thoroughly, understanding what it means, and looking for any gaps are among our investigator's most important duties.
4. We conduct interviews in the Official Language of the interviewee's choice, and all interviews will be conducted as soon as possible in locations that will not compromise the integrity of the investigation. A list of witnesses will be established and interviews arranged. Additional witness interviews will be added to the interview list as they are identified throughout the process. Witnesses are pivotal to all of our investigations, and our investigator has been trained to identify anyone who may be germane to the investigation.
5. Detailed notes are taken throughout the interview and are provided to the interviewee for the purposes of verification and approbation. If changes are requested by the interviewee, those changes will be noted by the investigators in the statement. The approved notes of the interview will become part of the document of record that will be used to create the preliminary and final investigation reports.

6. At the start of the interview process, the investigator will state his mandate, including who the investigator is and how he came to be involved in the investigation process. The investigator also will describe the investigation process, including discussing the relevant policies, legislation, and collective agreement provisions; a description of the prima facie as the burden of proof; general time lines; and interview expectations, including cooperation, confidentiality, and the fact that all comments are *on the record*.
7. The investigator will provide each party and witness with an explanation of his role in the process and an overview of the principles that affect the process including their own policy, rules of disclosure as required by the *Privacy Act and Access to Information Act*, and the concept of procedural fairness. The investigation will identify gaps in information, potential sources of additional information and person who may be able to supplement or corroborate information;
8. The respondent will be given sufficient time to examine the allegations against him or her and to provide the investigator with a response to each of the allegations. Each party has the right to identify witnesses. The investigator will determine which witnesses shall be interviewed, based upon their relevance to the allegations raised. No assurance can be given to witnesses that their names and the information they provide will not be revealed to others. The investigator will advise witnesses that their names will be used in the investigation reports.
9. The ninth step to investigating the complaint is to ensure all participants know there is zero tolerance for retaliation against someone making an allegation or against any other employee. It is important to tell employees interviewed that the department has a policy to investigate all complaints, and this is the process to resolve employee complaints. We inform employees that under no circumstances should employees or managers retaliate against someone for making a complaint. The employees are advised that if an employee feels retaliation, or if an employee or management retaliates against someone else, they may be disciplined.
10. We ensure that the analysis of all materials gathered in the investigation will remain objective and grounded solely on facts. Based on our extensive investigation experience, analysis of evidence is based on three things: relevance, sufficiency, and credibility. Any piece of evidence that does not support our ultimate conclusion and findings will be fully considered and an explanation offered as to why it was rejected or given whatever weight was attributed to it. Our comprehensive methodology assures that our findings and conclusions will be logical, reasonable, and able to withstand scrutiny.
11. The investigator will provide to the coordinator periodic verbal progress reports on the status of the process throughout the investigation or at the request of the coordinator.
12. It is to be noted that the investigator will ensure that the parties are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice as a support person.

## REVIEW, REPORTS, AND DELIVERY

### Summary of facts and preliminary factual report

After interviews of the parties and pertinent witnesses have taken place, normally within 15 working days of completion of the interviews, a summary of facts is prepared and sent to the Delegated Authority for agreement by the relevant party. Shortly thereafter, a preliminary factual report will be prepared based on the summary of facts and will be distributed by the investigator to the parties through the Delegated Authority will then forward copies of the report to the parties for their input and comments. The parties would normally take about 10 working days to review the preliminary factual report.

### Final Investigation Report

Upon conclusion of the interviews and after having received the preliminary report based on the summary of facts to the parties for their review and comments, our investigator will write a final report, which will include the following elements:

1. **Executive Summary:** A summary of the complaint, the respondent's statements, the witnesses' evidence, and findings of the investigation.
2. **Background:** A description of the complainant and respondent (positions, time with employer) and the number of witnesses. This also includes reference to pertinent legislation, regulation, policy, and collective agreement terms.
3. **Evidence:** A summary of the allegations and details of incidents from the perspective of the complainant, the respondent, and witnesses.
4. **Analysis and Findings:** The investigator's assessment of what happened (i.e., findings of fact).
5. **Determination:** Whether the incidents found to have occurred constitute wrongdoing or misconduct. In addition, three possible determinations can be made: the complaint is founded, in part or in totality; the complaint is unfounded; or the complaint is frivolous and/or vexatious.
6. **Remedy:** If expressly requested in your Statement of Work and if the complaint is founded, remedial action or disciplinary measure will be suggested.
7. **Appendices:** All relevant documentations (complaint, mandate, comments, emails, etc.) will be attached to the final report.

We will first provide one copy of the preliminary facts report for review and comment for the principals of the complaint the complainant and the respondent. After review and revision, we then write the final investigation report and provide five copies of our report detailing the findings, analysis, and conclusions of the investigation. If requested, we can provide a de-briefing to management. Additionally, the investigator will brief the client representative on the progress of the investigation throughout the course of the assignment.

To maintain confidentiality, our reports are delivered in hardcopy and are not provided electronically unless agreed to, after discussion of the issues involved, and only through encryption with a secured password.

#### PROJECT LEADER & ASSIGNED INVESTIGATOR

The complete curriculum for the assigned sole investigator to the project is attached to this letter and is provided in confidence.

In summary, Robert Néron, our Lead Workplace Investigator, a former employment and human right lawyer, provides timely, effective, and fair investigations that draw the right conclusions. Robert Néron also had the opportunity to manage the Central and the Eastern Region of the Immigration of Canada for seven years as Regional Assistant Deputy Chairperson (Ex-03 Equivalent). In addition to a be a Labour Arbitrator and adjudicating claims for compensation filed by members of First Nations, he sits on the Discipline Committee of the Law Society of Nunavut.

Over the years, Mr. Néron has written over 1,000 quasi-judicial decision. Since January 2012, Mr. Néron has been the Lead Investigator and Principal of Simner Corporation, and he has since completed more than 50 investigations of complaints ranging from harassment to allegation of fraud and other workplace wrongdoing and misconduct.

Mr. Néron completed thorough investigations and with clear and sound summaries of facts, preliminary factual reports and final investigation reports, while interacting and keeping informed the Delegated Authority.

#### TASKS

##### Estimated Investigation Schedule

		Estimated Timeframe
1.	Planning the investigation and review of the allegations	15 days
2.	Contact the employee identified persons in the language of their choice including witnesses that may have been identified by the parties.	15 days
2.	Complete interviews, on a need to know basis.	40 days
3.	Send interview notes/statements to each interviewee with the opportunity to review and, if necessary, amend their statement and have them attest that they have done so in writing for. Assess all documentation and information related to the case.	40 days
4.	Provide the preliminary report to the Project Authority contact.	55 days
5.	Drafting allegations of harassment if any and contact the parties involved for their comments.	65 days
5.	Provide the final report including comments, to the Project Authority contact.	100 days



# FEES

A price ceiling of **\$ 25,000** in fees, exclusive of HST, is proposed for this project, based on the following level of effort:

<i>Consultant</i>	<i>Per Diem</i>	<i># Days</i>	<i>Travel</i>	<i>Total</i>
R. NÉRON			3,000	\$ 30,500
ACTIVITIES TO BE PERFORMED				
1. Review of complaints and investigation planning and preparation				
2. Interview of the Complainant and summary of notes				
3. Interview of the witnesses (Ottawa) and summary of notes				
4. Interview of the respondent and summary of the interview notes				
5. Writing of the Summary of Facts for review by the respondent				
6. Review of the comments received				
7. Preparation of the Final Investigation Reports				
8. Travel time (Ottawa-Windsor)				
TOTAL ESTIMATED				

Please note that the above price is a **price ceiling only** and is based on Simner Corporation review of the document received recently, which suggests single issues. It is estimated that several individual will be interviewed in the scope of this investigation.

In addition, should additional issues, allegations, or witnesses be introduced that substantially change the scope of the work or, if upon the involvement of legal counsel, technical, procedural or legal challenges are made to the process, requiring response, an amendment to these estimates may be necessary.

## ASSUMPTIONS\*

Based on the information available at this time, this estimate takes the following assumptions:

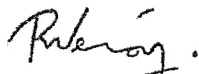
1. Reports will be prepared in English
2. There is one Complainant and one Respondent;
3. There is one allegation of harassment against the Respondent that is subject to investigation;
4. A maximum of 8 independent witnesses may be interviewed in Windsor.

\* This estimate includes the interview of each party and witness requires planning, contact, the interview, typing the summary of the interview, ensuring the witness receives and reviews the typed summary to verify the information is accurate, as required by the *Privacy Act*.

**Invoices will reflect only actual days worked** and will be submitted monthly based on work performed during that month.

APPROVAL

**Reviewed and duly approved by:**



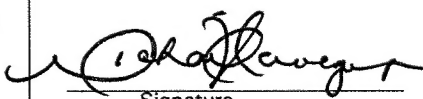
**Robert Néron**, CEO & President  
Simner Corporation

**Date:** May 28, 2019

To: - A : <b>Simner Corporation</b>			Contact - Personne-ressource <b>MICHAEL CAOAGAS CBSA/ASFC CORPORATE AND PROGRAM SERVICE ADMINISTRATION AND MATERIAL 1980 MATHESON BLVD EAST MISSISSAUGA ON L4W 5R7</b>		Standing offer No. - N° d'offre permanente <b>E60ZG-180493/025/ZG</b>	Validity Period - Période de validité (D/M/Y J/M/A) From - De: <b>17/12/2019</b> To - À: <b>31/03/2020</b>	Order No. N° de la demande <b>2020001954</b>
			Amendment Date/ Time Date de la modification/ Temps		Previous Value - Valeur précédente		Order date Date de la demande (D/M/Y J/M/A) <b>17/12/2019</b>
Vendor No. - N° du fournisseur <b>195324</b>	Tel. No - N° du Tél. <b>613-686-3002</b>	Fax. No. - N° de télécop. 	Tel. No - N° du Tél.* <b>905-803-5365/NONE</b>	Fax. No. - N° de télécop. <b>905-803-5497</b>	Inc./Dec. - Aug./Dim.	Revised value - Montant révisé	Date required Demandé pour le (D/M/Y J/M/A) <b>31/10/2019</b>

Item No. Article n°	Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Ext.Price Prix prévu
00010	<b>-Consultant Activities travelling</b>  Workplace Violence Investigation (Toronto)  As per quote provided on September 8, 2019 (please see attached)  ***** Contracting Authority: Michael Caoagas, 905-803-5365  The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.  Project Authority: Erin Dywne, 905-405-3311	EA			3,000.00

Delivery Address - Adresse de livraison (UNLESS SPECIFIED DIFFERENTLY ABOVE - SAUF INDICATION CONTRAIRE) <b>CBSA/ASFC Passenger Operation District (POD) Chiefs Office 5980 AIRPORT RD, #FBS243B MISSISSAUGA ON L5P 1B2</b>	Invoicing address - Adresse de facturation Invoices - Original and two copies are to be made out and sent to Factures - Remplir et envoyer l'original et deux copies à <b>Vendors-fournisseurs@cbsa-asfc.gc.ca National Invoice Reception Unit/ Unité nationale de réception de factures 2e étage 105 RUE MCGILL, #260-01 MONTRÉAL QC H2Y 2E7</b>	FOB - FAB	Amount - Montant CAD <b>28,000.00</b>
		Terms of payment - Modalités de paiement Net 30 days	T. taxes - T. taxes CAD <b>3,640.00</b>
			T.Amount - Montant T. CAD <b>31,640.00</b>

<p align="center"><b>Your proposal is accepted</b></p> <p>to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.</p> <p align="center"><b>Nous acceptons votre proposition</b></p> <p>de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).</p>	<p>Signed for the Commissioner by/Signé pour le Commissaire par:</p> <p align="center"><b>Michael Caoagas</b> Name (please print)/Nom (en lettres majuscules)</p> <p align="center"><b>Procurement Officer, CBSA GTA Region</b> Position title/Titre du poste</p> <p align="center">   Signature </p> <p align="center"> <b>18/12/19</b>  Date(D/M/Y - J/M/A) </p>
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Call-Up

Commande subséquente à une offre à commandes

Order No.  
N° de la demande  
**2020001954**

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Item No. Article n°	Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Ext.Price Prix prévu
00020	<p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>*****</p> <p>Ticket No: 190225</p> <p><b>-Consultant activities</b></p>	EA			25,000.00